

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA**

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**Request for Quote
RFQ Number: USDC-11-2012**

September 13, 2012

Summary Description

The United States District Court for the Southern District of West Virginia, Charleston, WV, is seeking a Request for Quotation (RFQ) for a Dell vStart 50 Solution. Attached are two documents: (1) Solution Proposal and (2) State of Work for professional services.

Note: No substitutions will be considered. This request is pending approval for a Justification For Other Than Full And Open Competition.

Special Notes

This request is for *GSA Pricing*.

Quotes may be faxed, emailed or hand-delivered to the below address by **September 18, 2012 by Noon est.** You may contact me with any questions. Technical questions will be answered only via email.

United States District Court
Attn: Dawna Goodson, Contracting Officer
300 Virginia Street, East, Room 2400
Charleston, WV 25301
304-347-3089 Telephone
304-347-3097 Fax
Dawna_Goodson@wvsd.uscourts.gov

A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer.

TASK ORDER TERMS AND CONDITIONS

Provisions and Clauses

The terms and conditions in the GSA contract are invoked by referencing the GSA contract number in the task order. The following standard judiciary provisions and clauses are also incorporated into this request and will be included in the resulting task order.

Clause B-5, Clauses Incorporated by Reference (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>

The following clauses are included by reference.

Clause 1-15 - Disclosure of Contractor Information to the Public (AUG 2004)

Clause 7-30 - Public Use of the Name of the Federal Judiciary (JAN 2003)

Clause 7-35 - Disclosure or Use of Information (APR 2010)

Clause 7-130 - Interest (Prompt Payment) (JAN 2003)

Clause 7-140 -Discounts for Prompt Payment (JAN 2003)

Clause 7-235 -Disputes (JAN 2003)

Document No. 1

Solution Proposal

Table of Contents

No table of contents entries found.





PowerEdge R620

Qty:
2

Unit Price:

Components:

- 1 Broadcom 5719 QP 1Gb Network Interface Card, Low Profile
- 1 Broadcom 5720 QP 1Gb Network Daughter Card
- 1 Cable for Mini PERC Cards for Chassis with up to 8 Hard Drives
- 1 Chassis with up to 8 Hard Drives and 3 PCIe Slots
- 1 Bezel-4/8 Drive Chassis
- 1 PERC H710 Integrated RAID Controller, 512MB NV Cache
- 1 Intel Xeon E5-2660 2.20GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 95W, Max Mem 1600MHz
- 1 DIMM Blanks for Systems with 2 Processors
- 1 Intel Xeon E5-2660 2.20GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 95W
- 8 8GB RDIMM, 1333 MHz, Low Volt, Dual Rank, x4
- 2 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive
- 1 DVD ROM, SATA, Internal
- 1 ReadyRails Sliding Rails Without Cable Management Arm
- 1 Dual, Hot-plug, Redundant Power Supply (1+1), 750W

Software:

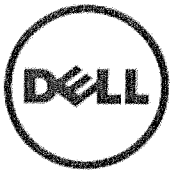
- 1 iDRAC7 Enterprise
- 1 Windows Server 2008 R2 SP1, Datacenter Edition (2CPU)
- 1 Windows Server 2008 R2 SP1, Datacenter Edition (2CPU),Media Kit
- 1 Hyper-V role enabled with pre-installed DataCntr Ed OS on included Virtual Hard Disk
- 1 Information Only, vStart 50m Solution
- 1 Information Only, VMware-EQL-Solution

Services:

- 1 Dell Hardware Limited Warranty Plus On Site Service Initial Year
- 1 Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended
- 1 ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year
- 1 Dell Hardware Limited Warranty Plus On Site Service Extended Year
- 1 MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year
- 1 Dell ProSupport. For tech support, visit <http://support.dell.com/ProSupport> or call 1-800-945-3355
- 1 Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year
- 1 Proactive Maintenance Service, PE, 1 Event per yr, 1yr

Price:





PowerEdge R420

Qty:

1

Unit Price:

Components:

1	On-Board Broadcom 5720 Dual Port 1GBE
1	Broadcom 5720 DP 1Gb Network Interface Card
1	3.5" Chassis with up to 4 Hard Drives
1	SAS Cable for 3.5" in Hot Plug Chassis
1	PERC H310 Integrated RAID Controller
2	Heat Sink,PowerEdge
1	Intel Xeon E5-2407 2.20GHz, 10M Cache, 6.4GT/s QPI, No Turbo, 4C, 80W
2	4GB RDIMM, 1333 MHz, Low Volt, Single Rank, x4
2	500GB 7.2K RPM SATA 3.5in Hot-plug Hard Drive
1	DVD, SATA
1	ReadyRails Sliding Rails Without Cable Management Arm
1	Dual Hot Plug Power Supplies 550W

Software:

1	iDRAC Port Card
1	iDRAC7 Enterprise
1	Windows Server 2008 R2 SP1, Standard Edition, Includes 5 CALS
1	Windows Server 2008 R2 SP1, Standard Edition, Media Kit
1	Microsoft SCE 2010 Server Management License, 1 Server (License Only)
1	MS System Center Essentials 2010 Console
1	Microsoft SCE 2010 Server Management License, 1 Server (License Only)
1	Information Only, vStart 50m Solution
1	Information Only, VMware-EQL-Solution

Services:

1	Dell Hardware Limited Warranty Plus On Site Service Initial Year
1	Dell Hardware Limited Warranty Plus On Site Service Extended Year
1	MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year
1	Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355
1	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year
1	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended
1	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year

Price:





Dell EqualLogic PS4100X, Mainstream
Performance, 10K SAS Drives

Qty:
1

Unit Price:

Components:

- 1 7.2TB capacity, 10K SAS, 24x 300GB
- 1 RackRails, VersaRails, Round Hole Universal
- 2 Power Cord, C13 to C14, PDU Style, 12 Amps, 2 foot, Qty 1

Software:

- 1 Information Only, VMware-EQL-Solution
- 1 Information Only, vStart 50m Solution

Services:

- 1 Dell Hardware Limited Warranty Initial Year
- 1 Dell Hardware Limited Warranty Extended Year
- 1 Mission Critical Package: 4-Hour 7x24 On-Site Service with
Emergency Dispatch, 2 Year Extended
- 1 Mission Critical Package: 4-Hour 7x24 On-Site Service with
Emergency Dispatch, Initial Year

Price:



Dell UPS, Rack, 3750W, 4U, HEOnline,
208V, with L6-30P, 2m attached cord

Qty:
1

Unit Price:

Software:

- 1 Information Only, VMware-EQL-Solution
- 1 Information Only, vStart 50m Solution

Services:

- 1 Dell Hardware Limited Warranty Initial Year
- 1 Dell Hardware Limited Warranty Extended Year(s)
- 1 Basic Hardware Services: Business Hours (5X10) Next
Business Day On Site Hardware Warranty Repair 2 Year
Extended
- 1 Basic Hardware Services: Business Hours (5X10) Next
Business Day On Site Hardware Warranty Repair Initial Year

Price:





Dell Education Services - No EqualLogic
Training Requested - visit
www.Learndell.com

Qty:
1

Unit Price:
\$0.00

Price: \$0.00



Implementation of Dell vStart 50, for
Hyper-V and Dell EqualLogic

Qty:
1

Unit Price:

Price:



Dell 2420 24U Rack with Doors and Side
Panels,Ground Ship NOT for AK / HI

Qty:
1

Unit Price:

Components:

- 1 1U KMM Console with Touchpad Keyboard and 17 LCD, Rapid Rails
- 1 Fixed Rack Equipment Shelf with 2/4-Post Static Rails,1U
- 2 PDU,24A,208V,(14)C13,(2)C19,Half-Height,with L6-30P 3.7m attached input cord

Software:

- 1 Information Only, vStart 50m Solution
- 1 Information Only, VMware-EQL-Solution

Services:

- 1 Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 2Year Extended
- 1 Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year
- 1 Dell Hardware Limited Warranty Extended Year
- 1 Dell Hardware Limited Warranty Initial Year
- 1 CFI Service
- 1 SI,DLVRY, RNS freight via AMC

Price:





vStart PowerConnect 7024 Managed 24
Port 10Gbe Switch

Qty:
2

Software:

- 1 Information Only, VMware-EQL-Solution
- 1 Information Only, vStart 50m Solution

Services:

- 1 Dell Hardware Limited Warranty Initial Year
- 1 Dell Hardware Limited Warranty Extended Year(s)
- 1 MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year
- 1 Mission Critical Package: 4-Hour 7x24 On-Site Service with
Emergency Dispatch, 2 Year Extended
- 1 ProSupport: 7x24 HW / SW Tech Support and Assistance, 3
Year
- 1 Mission Critical Package: 4-Hour 7x24 On-Site Service with
Emergency Dispatch, Initial Year
- 1 Lifetime Limited Hardware Warranty with Basic Hardware
Service Next Business Day Parts Only on Your PowerConnect
Switch
- 1 Dell ProSupport. For tech support, visit
<http://support.dell.com/ProSupport> or call 1-800-945-3355

Price:



vStart PowerConnect 7024 Managed 24
Port 10Gbe Switch

Qty:
2

Unit Price:

Software:

- 1 Information Only, vStart 50m Solution
- 1 Information Only, VMware-EQL-Solution

Services:

- 1 Dell Hardware Limited Warranty Initial Year
- 1 Dell Hardware Limited Warranty Extended Year(s)
- 1 MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year
- 1 Mission Critical Package: 4-Hour 7x24 On-Site Service with
Emergency Dispatch, 2 Year Extended
- 1 ProSupport: 7x24 HW / SW Tech Support and Assistance, 3
Year
- 1 Mission Critical Package: 4-Hour 7x24 On-Site Service with
Emergency Dispatch, Initial Year
- 1 Lifetime Limited Hardware Warranty with Basic Hardware
Service Next Business Day Parts Only on Your PowerConnect
Switch
- 1 Dell ProSupport. For tech support, visit
<http://support.dell.com/ProSupport> or call 1-800-945-3355

Price:





Document No. 2

Statement of Work

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1 INTRODUCTION

This following Statement of Work ("SOW") is between Dell Federal Systems L.P. ("Dell"), and US Courts Curcuit 4 ("Customer") regarding the contractual services set forth below. Dell will perform the work described in this SOW on a fixed fee or time and materials basis, as detailed within the payment section herein, in accordance with Dell's GSA Federal Supply Schedule 70 contract, #GS-35F-0884P ("GSA Schedule"), and this SOW. At the present time, Dell assumes that the services to be performed as outlined in this SOW do not give rise to any or potential Organizational Conflicts of Interest, as defined in FAR Subpart 9.5. Dell's GSA Schedule terms and conditions are available online at http://www.dell.com/downloads/us/fed/dell_gsa_tandc.pdf. Neither Dell nor its representatives, employees, contractors and/or subcontractors take responsibility for, nor are they liable for, any decisions made in the development of any systems, products, or software solutions that are made by, or for, Customer, or by employees or other representatives, contractors and/or subcontractors of Customer.

The terms at www.dell.com/softwarelicenseagreement shall apply if the Agreement does not contain a license provision for Software (including but not limited to software, utilities, tools, or other code locally installed on Customer's systems or accessed through the Internet) provided or otherwise made available to you by Dell in connection with the Services and is not otherwise subject to a separate license agreement.

The following appendices are attached hereto and incorporated by reference:

- Appendix A - Server Identifications
- Appendix B - Supported Sites

2 TERM

The term of this SOW shall begin on the earlier of i) the date of the invoice for the Service; or ii) the date of order confirmation from Dell, (the earlier date shall be deemed the "Original Purchase Date") and shall expire on the date that is twelve (12) months following the Original Purchase Date. Except to the extent applicable law requires otherwise, Customer may use the Service one (1) time during the twelve-month period following the Original Purchase Date, at which time, the SOW will be deemed expired. Dell's delivery of the Service will be deemed satisfied after the expiration of the SOW even in the event the Service is not used by Customer.

3 SUMMARY OF SERVICE

Dell will provide the services as specifically described herein (the "Services"), which include the following:

- Hyper-V Deployment

4 SCOPE OF SERVICE

4.1 Hyper-V Deployment



4.1.1 Introduction

This service provides for the installation and implementation of a single Dell EqualLogic storage area network (“SAN”) environment as set forth more specifically in this Statement of Work (“SOW”). This Service includes the following:

- Planning and project management for standard SAN deployments.
- The design, configuration, and implementation of the storage array to the hosts.
- Installation and implementation of a Dell EqualLogic Storage Array environment with two iSCSI Ethernet switches, up to four attached hosts and a single storage member.
- Installation of up to four PowerEdge Servers into rack and configuration of Windows Server 2008 R2 with SP1 and Hyper-V role enabled.
- Installation and configuration of Microsoft System Center Virtual Machine Manager (“SCVMM”) if available, otherwise Hyper-V Manager will be used.
 - System Center Essentials (“SCE”) with SCVMM component, or
 - SCVMM
- Physical to Virtual (“P2V”) server migration of six (6) physical servers into the virtual environment.

4.1.2 Detailed Description

Project Planning:

1. Review the site environmental and technical readiness requirements.
2. Confirm readiness review and installation dates and highlight dependencies on complete Customer site readiness and product ship dates to meet the planned installation schedule.
3. Ensure that the Customer reviews, accepts, and abides by the terms and conditions of this Service.
4. Obtain completed P2V survey for design and deployment use.

Solution Planning:

1. Verify that the existing hosts meet the minimum hardware and software requirements.
2. Create a valid Solution Integration Design (“SID”) based on the Customer’s hardware and software configuration.
 - a. Define the storage allocation:
 - i. Storage Pools and Volumes.
 - ii. Storage sizing.
 - iii. Server Assignments.
 - b. Define/confirm that the configuration meets the minimum hardware and software requirements for the environment.
 - c. Define/confirm location to install and configure SAN Headquarters (“SANHQ”).
 - i. If SANHQ will be installed on a Virtual Machine (“VM”), define the VM configuration.
3. Discuss the recommended local area network (“LAN”) configurations and security settings for all iSCSI hosts with the Customer.
4. Design and document valid standalone iSCSI fabric(s) for the new Ethernet switches, based on best practice guidelines:
 - a. Review the recommended iSCSI best practice guidelines with the customer for any (Non-Dell) switches so the customer can properly configure the switches.
5. Define/confirm the current Active Directory specifications for the new Hyper-V solution.



- a. Active Directory Domain Name
 - b. Cluster name and IP address
 - c. DNS and NTP
- 6. Define/confirm the management server.
 - a. For SCE or SCVMM:
 - i. If to be installed on a VM, define the VM configuration.
 - ii. If to be installed on a physical host, ensure the host meets requirements.
- 7. Server, storage, and virtual machine allocation:
 - a. Discuss Hyper-V basic functionality and best practices.
 - b. Storage design, partitioning planning and logical layout based on provided information and best practices.
- 8. Gather, verify and document all relevant information regarding Physical P2V candidate hosts:
 - a. Operating System ("OS") Version
 - b. Hostname
 - c. IP Addresses of specific NICs
 - d. Administrator Login and Password
 - e. Drives (local or SAN)
 - f. Gather verify and document all relevant information regarding Applications:
 - i. Application it is running (MOM, SMS, AD, Exchange, PeopleSoft, SQL Cluster etc).
 - ii. Applications accessing any external Storage (Drives and LUNs).
 - g. Document target volumes and hosts for P2V candidates.

Installation of up to four Dell PowerEdge servers:

- 1. Unpack new Supported Product and inspect all hardware prior to installation.
- 2. Mount rack related hardware (such as rails, brackets and tray) onto the rack.
- 3. If needed, remove components (such as blades, power supplies and drives) from the Supported Server to reduce the overall weight.
- 4. Mount the Supported Server into the rack.
- 5. Reinstall any components that were removed from the Supported Product.
- 6. Install and route power cables to the Supported Server.
- 7. Connect the Customer-provided cables to the Supported Server (such as network, keyboard, mouse, and video).
- 8. Power up the Supported Server, perform initial system boot and ensure that there are no visible fault indicators.

Implementation and testing of Dell EqualLogic solution:

- 1. Install the storage array components:
 - a. Unpack and inspect all hardware prior to installation.
 - b. Mount any necessary rack related hardware into the Dell supported rack.
 - c. If needed, remove any components (such as: blades, power supplies and drives) to reduce the overall weight.
 - d. Mount the storage array components into the rack/rails.
 - e. Reinstall any components that were removed from the product.
 - f. Install Customer-provided power distribution units ("PDUs") onto the rack, as needed for the proper power configuration of the product.
 - g. Install and route all power and interconnect cables to the storage components.



- h. Attach any management ports to the Customer-provided network drops.
- i. Power on the product and verify basic functionality ensuring that there are no fault indicators.
- 2. Configure the storage, as set forth in the design:
 - a. Confirm that the Storage Controller firmware level is at the approved version; update as necessary.
 - b. Create Storage Pools.
 - c. Create Volumes.
 - d. Configure host access restrictions.
- 3. Configure new Dell switch(es) if sold with this Service, as per the design.
 - a. Confirm that the switch firmware is at the approved version; update as necessary.
 - b. Configure recommended iSCSI switch settings. ***** NOTE ***** Customer is responsible for the configuration of Non-Dell switches.
- 4. Install SANHQ on Customer designated management station as set forth in the design:
 - a. If creating a new VM for SANHQ, SCE or SCVMM, obtain Windows® media and Product Key from customer.
 - b. Discover/add applicable Dell EqualLogic members to manage
- 5. Configure and test email notification, if available, as per the SID.

Implementation of Microsoft Hyper-V solution:

- 1. Enable the Hyper-V Role.
- 2. Join customer existing domain.
- 3. Configure each iSCSI server, as per the SID:
 - a. Validate that the host firmware and software is at the approved versions:
 - i. On Dell hardware, update as necessary.
 - ii. On non-Dell hardware, ensure that the Customer updates as necessary.
 - b. On Dell hosts, install the iSCSI HBAs or NICs and driver as necessary:
 - i. Power cycle the host to ensure a proper boot cycle.
 - ii. Install the iSCSI HBA(s) or NICs into the host.
 - iii. Ensure that the iSCSI HBA firmware is at the approved levels; update as necessary.
 - iv. Install the iSCSI HBA driver into the host operating system.
 - c. On non-Dell hosts, ensure that the Customer has installed the iSCSI HBA or NIC and driver.
 - d. Install the iSCSI initiator.
 - e. Configure the iSCSI NIC internet protocol addresses.
 - f. Install and/or configure the failover software included with the storage hardware, as needed.
 - g. Configure Volume path policies as necessary.
- 4. Configure the iSCSI parameters on the array, as applicable:
 - a. Configure iSCSI initiators on the storage device.
 - b. Register servers and confirm connectivity.
- 5. Configure challenge handshake authentication protocol (CHAP), as needed:
 - a. Disconnect and clear iSCSI initiator settings on all servers.
 - b. Configure the CHAP user and enable it on the storage array.
 - c. Configure iSCSI initiator with CHAP on all servers.
- 6. Verify server to storage connectivity:
 - a. Partition and format the storage, as per the SID.



7. Configure the Hyper-V cluster per the SID.
8. Install and configure the SCVMM product as applicable.

Pre-Stage server for P2V:

1. Stop Services Associated with applications running on the server
2. Review any error messages in the server Event Viewer

Perform the P2V migration:

1. Use whichever tool is most suitable.
2. Perform one P2V migrations.

Post P2V-migration:

1. Using the information gathered in prep tasks validate OS settings by powering on the new virtual server and ensure OS come up without any issues.
2. Logging in using the same administrative credentials.
3. Checking Network Connectivity and IP Addresses.
4. Local Drives and Data Sizes.
5. Accessibility to external Storage if applicable.
6. Validate Applications by starting application specific services and monitoring for any startup errors.
7. Review the Event Viewer for any errors.
8. Ensure that applications can access internal and external data as necessary.

Product awareness:

1. Conduct a brief product orientation session and review the associated documentation with the Customer. This overview does not replace any available Dell education courses for this product.

Project closeout:

1. Remove all packaging material to a Customer-designated area within the immediate (within 10 meters of the) installation location, or arrange with the Customer for Customer removal.
2. Provide documentation to reflect the Services performed.
3. Obtain Customer acknowledgment of the Services performed.

4.2 P2V Specific Guidelines

- 1) These limits are in place for the Physical Source Servers involved in the P2V portion of this service:
 - a) Cannot be Domain Controllers.
 - b) Cannot be a member of a Cluster.
 - c) Total disk size attached to any one server cannot exceed 500GB.
- 2) Operating Systems needs to be supported by the Hyper-V tools used for P2V conversion as noted in the release notes (as may be updated from time to time): [http://technet.microsoft.com/en-us/library/cc794868\(WS.10\).aspx](http://technet.microsoft.com/en-us/library/cc794868(WS.10).aspx)



- 3) Source servers must adhere to guidelines outlined in the guides for the Hyper-V tools and Customer must have appropriate licenses in place. ***See below for two specific and common scenarios Customer should be aware of.**
 - a) Hardware issues which prevent P2V with source servers which are non-Dell or not covered under warranty may be excluded.
 - b) This includes any connectivity issues to external storage.
 - c) Servers which fail a P2V migration after two attempts via up to two tools/methods will be reverted back to the physical server.

***Two specific and common scenarios Customer should be aware of and may need to address or consider prior to Dell being able to perform the Service:**

- 1) Source server has FAT or FAT32 Volumes.
 - a) The P2V enterprise tools used by Dell do not support P2V conversion of a physical server which has any FAT or FAT32 Volumes.
 - b) Dell can deselect the FAT/FAT32 Volumes on the Options page of the Conversion wizard, causing them to be skipped.
 - c) If Customer requires the FAT/FAT32 Volumes to be included, Customer is responsible to convert any FAT or FAT32 Volumes to NTFS for Dell to perform PV2 task(s).
 - d) Customer may use Windows built in utility (convert.exe) to perform FAT or FAT32 to NTFS conversion and use internet for reference as needed. This is a customer responsibility and Dell does not accept liability for any such Customer conversion.
- 2) Source server has Microsoft® Windows OEM license.
 - a) Microsoft Windows OEM license becomes invalid after a physical server is converted to a virtual server. Customers with ELA/VLA (Volume Licensing) agreements can call Microsoft to activate the virtual server(s) after P2V activity is complete.
 - b) This is a customer responsibility and Dell does not accept liability for Customer licensing.
 - c) Microsoft contact information can be obtained at:
<http://www.Microsoft.com/licensing/contact-us.aspx>

4.3 Customer Responsibilities

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

- 1) During the term of this SOW, Customer is responsible for promptly notifying Dell in writing of a) any changes Customer makes to its information technology environment that may impact Dell's delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.
- 2) Customer will maintain a backup of all data and programs on affected systems prior to Dell performing the Services and during the term of the SOW. Dell will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- 3) Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.



- 4) Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
- 5) The Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
- 6) The Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.
- 7) The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- 8) The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
- 9) The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- 10) Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
- 11) The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
- 12) Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.
- 13) Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.

4.4 Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

- 1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.

4.5 Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) Any Dell training or certification services not specifically described in this SOW.
- 3) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.
- 4) Product installation, application activity or any additional services not specifically set forth in this document.
- 5) Loading or configuring software applications or operating systems not specifically set forth in this document.
- 6) Network reconfiguration.



- 7) Any integration with any non-Dell branded hardware.
- 8) Configuration or troubleshooting of any networking / VLAN issues.
- 9) Any Ethernet activities other than that specified in this SOW.
- 10) Creation of any Virtual Machines or virtual templates, other than which may be required for SANHQ or SCVMM as defined in the SID.
- 11) Installation or configuration of any advanced features, such as replication, failback, clone, or any advanced host based software.
- 12) Developing or debugging any scripts.
- 13) Performing system performance tuning.
- 14) Performing application analysis.
- 15) This service does not include assessment services of any kind, such as Virtualization Readiness Assessment, etc.

Upon request by Customer, Dell will provide a proposal for such out of scope services pursuant to the Change Management Process as defined in Section 6.

4.6 Schedule / Timeline / Milestones

Dell anticipates the Services will span an estimated period of five (5) contiguous business days.

4.7 Service Hours

Dell intends to provide the Services during the scheduled hours stated below (the “Service Hours”).

This Service will be provided daily, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time. Total hours worked will be forty hours per week, excluding local holidays, unless other arrangements have been made in writing between Dell and Customer.

4.8 Deliverables

The following is a list of tangible material provided as part of the Service performed by Dell for Customer under this SOW.

- 1) SID
 - a. Solution Integration Design document
- 2) Document of Services performed

4.9 Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services.

Dell has identified the following initial resource levels for these Services. Key responsibilities for the resources are identified below.

Project Coordinator (PC)

- Single point of contact and accountability for successful delivery of the Services
- Maintain focus on time, cost and scope
- Coordinate and facilitate kick-off, status, deliverable review and closeout meetings



- Establish and manage the Services schedule, communications and status reporting
- Facilitate change management as needed
- Confirm the Services delivered are in accordance with the SOW
- Obtain deliverable and Services completion acceptance from Customer
- Monitor the Services budget and invoices
- Manage the Customer relationship
- Project Coordination activities are conducted remotely

Field Engineer

- Understand Hyper-V technology and product requirements
- Have demonstrated experience and knowledge in server and storage set-up and configuration
- Rack, stack, cable and label the purchased Dell hardware (storage, servers, switches)
- Power on all devices to assure proper operation
- Configure Storage, servers and switches per the Design Workbook (DWB)
- Be familiar with industry standards and vendor specifications
- Take direction from the Project Coordinator
- Participate in planning review sessions when designated

5 PRICING

This section describes the methodology for determining invoice amounts (the “Charges”) for the Services provided under this SOW. Customer hereby agrees to pay the Charges in accordance with the Invoicing and Payment terms of the Agreement and as further supplemented within this SOW.

Charges shall be as follows:

5.1 One-Time Charge Upon Service Completion

5.2 Expenses

Expenses are included in the Charges under this SOW. Unless the Scope changes, pursuant to the Change Management Process, Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable and necessary travel and living expense.

5.3 Purchase Order Amount

The Total amount to be noted on the Purchase Order provided to Dell for this SOW is: USD 9,420.49. If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

5.3.1 Pricing Clauses:

- 1) Pricing - The terms of this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery date (“Initial Delivery Date”) of this SOW to Customer. In the



event this SOW is executed by Customer and returned to Dell after such thirty (30) day period, Dell may, in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.

- 2) The price for the Service is based on Customer's environment as disclosed to Dell. If the assumptions, Customer responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through the Change Management Process set forth in this SOW.
- 3) If any of the volumetric assumptions used in this SOW (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied upon by Dell vary by +/- five (5%) percent, Dell has the right to adjust the pricing to reflect such changes.
- 4) Taxes - All prices are in USD and are exclusive of all applicable taxes

6 CHANGE MANAGEMENT PROCESS

The Change Management Process ("Change Management Process") is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Service described in this SOW.

Changes permitted to be made pursuant to this Change Management Process will be limited to changes to Section 3 (Summary of Service) and Section 4 (Scope of Service) and adjustments in Section 5 (Pricing) associated with changes to Sections 3 and 4 of this SOW.

Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at

http://www.dell.com/downloads/global/services/sd/Request_for_Change_RFC_Form.pdf

The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this SOW which are not permitted above in this Section 6, will require that a written amendment to this SOW or a new SOW be mutually executed by the parties.

7 OTHER PROVISIONS

- 1) Partial or complete termination for convenience of this SOW or the associated Delivery Order shall be in accordance with the Termination for Convenience provisions of the Dell GSA Schedule.
- 2) Dell may use affiliates and subcontractors to perform Services.
- 3) Dell may perform all or part of the Services off-site at a Dell or other location.
- 4) Services may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Services are performed and/or the party performing the Services; provided however, Dell shall remain responsible to Customer for the delivery of Services.
- 5) Customer acknowledges that Dell will request Customer's participation in a Customer feedback survey. Additionally, Dell may approach Customer to serve as reference regarding Dell's



performance of the Services. If Customer agrees to be a reference, Customer and Dell will agree in writing to the terms of such reference.

- 6) If a conflict arises between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW; second, the Agreement; and third, the Purchase Order (if any). Provided, however, in no event will any terms and conditions contained in any Purchase Order apply irrespective of whether such terms and conditions are in conflict with or merely ancillary to any terms and conditions in the SOW or Agreement.

8 GENERAL

Dell shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this SOW; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (4) modifications to Customer's network, systems, or other equipment made by a party other than Dell or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this SOW. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.

